

**AMENDMENT NO. TWO TO  
PROFESSIONAL SERVICES AGREEMENT WITH  
BOHLIN CYWINSKI JACKSON FOR  
NEWPORT BEACH CIVIC CENTER & PARK DEVELOPMENT PLAN  
PHASE THREE**

THIS AMENDMENT NO. TWO TO PROFESSIONAL SERVICES AGREEMENT ("Amendment No. Two"), is entered into as of this 22<sup>nd</sup> day of AUGUST, 2011, by and between the CITY OF NEWPORT BEACH, a California Municipal Corporation ("City"), and BOHLIN CYWINSKI JACKSON, a Pennsylvania Corporation whose address is 49 Geary Street, Suite 300, San Francisco, California 94108 ("Consultant"), and is made with reference to the following:

**RECITALS:**

- A. On November 24, 2010, City and Consultant entered into a Professional Services Agreement ("Agreement") for professional services for the third phase of the Newport Beach Civic Center & Park Project, which consists of architectural and consultant services for the Bidding and Construction Administration (CA) Phases less Mass Excavation CA of the Project.
- B. On June 23, 2011, City and Consultant entered into Amendment No. One to the Agreement to increase the scope of work and total compensation ("Amendment No. One").
- C. City desires to enter into this Amendment No. Two to reflect additional services not included in the Agreement or prior Amendment and to increase the total compensation.
- D. City and Consultant mutually desire to amend the agreement, as provided below.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

**1. SERVICES TO BE PERFORMED**

Section 2 of the Agreement, as amended, shall be supplemented to include the Scope of Services dated July 1, 2011, which is attached hereto as Exhibit 'A' and incorporated herein by reference. The City may elect to delete certain tasks of the Scope of Services at its sole discretion.

**2. COMPENSATION**

The introductory paragraph to Section 4 of the Agreement, as amended, shall be amended in its entirety and replaced with the following: City shall pay Consultant for the

services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Schedule of Billing Rates attached to the Agreement. Consultant's total amended compensation for all work performed in accordance with this Agreement and prior amendment, including all reimbursable items and subconsultant fees, shall not exceed Four Million, One Hundred Sixteen Thousand, Three Hundred Two Dollars and no/100 (\$4,116,302.00) without prior written authorization from City ("Total Amended Compensation"). No billing rate changes shall be made during the term of this Agreement without the prior written approval of the City.

- 2.1 The Total Amended Compensation reflects Consultant's additional compensation for additional services to be performed in accordance with this Amendment No. Two, including all reimbursable items and subconsultant fees, in an amount not to exceed One Hundred Sixty-Five Thousand, Seven Hundred Eighty Dollars and no/100 (\$165,780.00), without prior written authorization from City.

### **3. INTEGRATED CONTRACT**

Except as expressly modified herein, all other provisions, terms, and covenants set forth in the Agreement as amended shall remain unchanged and shall be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. Two on the dates written below.

**APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY**

Date: 7/14/11

By: [Signature]  
Leonie Mulvihill  
Assistant City Attorney

**ATTEST:**

Date: 8/22/11

for By: [Signature]  
Leilani I. Brown  
City Clerk



**CITY OF NEWPORT BEACH,**  
A California municipal corporation  
Date: [Signature]

By: [Signature]  
Michael F. Henn  
Mayor

**CONSULTANT: BOHLIN CYWINSKI  
JACKSON, a Pennsylvania Corporation**  
Date:                                 

By: [Signature]  
Gregory R. Mottola  
Vice President

Date:                                 

By: [Signature]  
William D. Loose  
Vice President and Treasurer

Attachment:            Exhibit A – Additional Services to be Performed

# **EXHIBIT A**

# Bohlin Cywinski Jackson

Peter Q. Bohlin, FAIA  
Bernard J. Cywinski, FAIA (1940-2011)  
Jon C. Jackson, FAIA  
Frank W. Grauman, FAIA, LEED AP  
William D. Loose, AIA  
Cornelius J. Reid, III AIA  
Karl A. Backus, AIA  
Gregory R. Mottola, AIA  
C. Roxanne Sherbeck, AIA  
Robert E. Miller, AIA, LEED AP  
Raymond S. Calabro, AIA

07 July 2011

**Mr. Steve Badum, Public Works Director**

City of Newport Beach  
3300 Newport Boulevard  
Newport Beach, CA 92663

**Project: Newport Beach City Hall**

Newport Beach Project Number xxx  
BCJ Project 08519D

**Subject: Design Services for Project Signage**

Additional Services Proposal (BCJ Project 08519D x03)

Dear Mr. Badum:

Per our discussions in the design phase, the design of the Civic Center's Signage was separated from the main project and developed separately. Now that we are in Construction Administration on the main project, it is timely that the signage be designed for the City Hall, Library Addition, Garage and Site. As we have been sharing, on the 8<sup>th</sup> of June we issued requests for proposals from signage design firms, on the 17<sup>th</sup> we received those proposals, and on the 24<sup>th</sup> selected PhD design, located in Santa Monica.

## **Project Scope**

The scope of this project will consist of the design, bidding and construction administration services for the Civic Center project signage. This will include the review of the signage for code compliance by Interwest. The scope of the work is clarified regarding signage quantity and type in documents provided on the FTP site under <ftp://Newport-City@ftp.bcj.com:21/11+from+BCJ/Signage/11+07+01+signage+scope> and in the attached proposal from PhD.

BCJ will manage and guide this process, and coordinate PhD's efforts with the design team, CW Driver and the City.

## **Project Schedule**

The schedule for this phase is to be as follows:

8 weeks	SD and DD phases
8 weeks	CD phase
4 weeks	Bidding Phase
duration	Construction Administration – to track with main project

Architecture Planning Interior Design

Wilkes-Barre/Pittsburgh/Philadelphia/Seattle/San Francisco

49 Geary Street, Suite 300

San Francisco, California 94108-5555

415-989-2100/Fax: 415-989-2101

# Bohlin Cywinski Jackson

07 July 2011

08519D x 03

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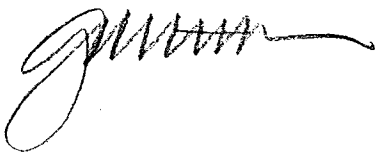
## Project Fee

This proposal is for a time-and-material fee, with a not-to-exceed amount of \$165,780 based on the assumptions below:

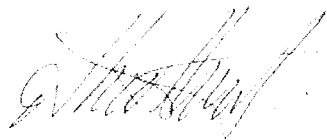
Services	BASE PROJECT		
	BCJ	see attached hourly summary	\$14,990
	PhD	07 July 11 proposal	\$125,325
	ALTERNATE #1		
	BCJ	see attached hourly summary	\$2,040
	PhD	07 July 11 proposal	\$10,000
	ALTERNATE #2		
	BCJ	no additional charge	\$0
	PhD	07 July 11 proposal	\$2,475
	Reimbursables		
	BCJ	To be billed under base project (08519D)	NA
	PhD	07 July 11 proposal	\$10,950
			\$9,900 Base Project, \$800 Alt 1, \$250 Alt 2
Total services and reimbursables with alternates			\$165,780

The BCJ team appreciates the continued opportunity to work with the Newport Beach community towards the realization of this exciting project. Please contact us if you have any questions or need additional information.

Sincerely yours,



Greg Mottola, AIA  
Principal



Steven Chaitow, AIA  
Project Manager

Cc: BCJ Team

OWNER:

City of Newport Beach

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ARCHITECT:

Bohlin Cywinski Jackson

Signed: \_\_\_\_\_

Printed Name: Gregory R. Mottola, AIA

Title: Vice President

Date: \_\_\_\_\_

# Hours and Fee for Newport City Hall Project - 08519D x03 Signage

	City Hall Bldgs		Parking	Library Addition	Site	Totals
	Rate \$/hr	Hrs	Hrs	Hrs	Hrs	
<b>Schematic Design and Design Development</b>						
Principal	\$285	3	1	1	1	
Senior Associate	\$160	12	3	4	2	
Associate	\$125	0	0	0	0	
Staff 1	\$105	10	2	4	1	
Staff 2	\$85	0	0	0	0	
Office	\$75	3	0	1	0	
<b>SD/DD Fees</b>		<b>\$4,050</b>	<b>\$975</b>	<b>\$1,420</b>	<b>\$710</b>	<b>\$7,155</b>

## Construction Documents

Principal	\$285	2	1	1	0	
Senior Associate	\$160	9	2	2	2	
Associate	\$125	0	0	0	0	
Staff 1	\$105	7	2	1	2	
Staff 2	\$85	0	0	0	0	
Office	\$75	2	0	0	0	
<b>CD Fees</b>		<b>\$2,895</b>	<b>\$815</b>	<b>\$710</b>	<b>\$530</b>	<b>\$4,950</b>

## Bidding and Construction Administration

Principal	\$285	1	0	1	0	
Senior Associate	\$160	2	1	1	1	
Associate	\$125	0	0	0	0	
Staff 1	\$105	8	3	1	1	
Staff 2	\$85	0	0	0	0	
Office	\$75	2	0	0	0	
<b>Bidding and CA Fees</b>		<b>\$1,595</b>	<b>\$475</b>	<b>\$550</b>	<b>\$265</b>	<b>\$2,885</b>
<b>Base Totals</b>		<b>\$8,540</b>	<b>\$2,265</b>	<b>\$2,680</b>	<b>\$1,505</b>	<b>\$14,990</b>

## Alternate #1 - Energy Display

Principal	\$285	1				
Senior Associate	\$160	3				
Associate	\$125	0				
Staff 1	\$105	10				
Staff 2	\$85	0				
Office	\$75	3				

Alternate #1 Total **\$2,040**